

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LANDMARK AMERICAN INSURANCE
COMPANY,

Plaintiff,

v.

PARIS & CHAIKIN PLLC, JASON LEE PARIS
and IVANIV MOSHE CHAIKIN,

Defendants.

Civil Action No.: 24-cv-3617-KPF

DEFAULT JUDGMENT

This matter came before the Court on Plaintiff, LANDMARK AMERICAN INSURANCE COMPANY's ("Landmark"), Order to Show Cause with supporting papers regarding Default Judgment against PARIS & CHAIKIN PLLC, JASON LEE PARIS and IVANIV MOSHE CHAIKIN ("Defendants"), under Rule 55(B)(2) of the Federal Rules of Civil Procedure. After having considered the arguments and authorities submitted by Landmark, the Court finds as follows:

1. Defendants filed the Complaint in this matter on May 10, 2024 (ECF No. 1).
2. Defendant Ivaniv Moshe Chaikin was personally served with the Summons and Complaint on July 3, 2024. Defendant Paris & Chaikin PLLC was personally served with the Summons and Complaint on July 3, 2024 and July 11, 2024. Defendant Jason Lee Paris was personally served with the Summons and Complaint on July 11, 2024.
3. Entry of default was entered by the Clerk of the Court against all Defendants on August 9, 2024, due to Defendants' failure to answer or otherwise respond to the Complaint (ECF No. 17).

4. Defendants are not minors, nor incompetent persons, nor members of the military service of the United States.

5. Defendants did not appear or otherwise defend this action.

Landmark, having properly served a Summons and Complaint upon Defendants, it hereby ADJUDGED and ORDERED that:

1. This Court has personal jurisdiction over Defendants, and subject matter jurisdiction of the matters in controversy between Landmark and Defendants.

2. Defendants, having failed to appear or otherwise respond, and having not made any objections regarding the sufficiency of service of process in this action have hereby waived any objections regarding the sufficiency of service of process in this action.

3. Accordingly, it is hereby **ORDERED** that Default Judgment is entered against all Defendants and Landmark shall have no defense or indemnity coverage obligations to Defendants under Professional Liability Policy No. LHR777581, issued by Landmark to Paris & Chaikin PLLC, in connection with the Professional Complaint as defined in the Complaint in this matter.

4. It is further **ORDERED** that the terms of this Judgment shall be enforceable and binding against Defendants, their successors in interest, assigns, subsidiaries, affiliates, officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with them.

5. There being no just reason for delay, the entry of this Default Judgment by the United States District Court constitutes entry of final judgment as to all claims asserted in this action by Landmark against Defendants.

6. The Court shall retain jurisdiction to enforce this Default Judgment.

7. The Clerk of Court is directed to terminate all pending motions, adjourn all remaining dates, and close this case.

DATED: January 3, 2025
New York, New York

SO ORDERED.

A handwritten signature in blue ink, reading "Katherine Polk Failla".

HON. KATHERINE POLK FAILLA
UNITED STATES DISTRICT JUDGE